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**BOARD OF
SUPERVISORS**

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September 29, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE MASTER AGREEMENTS FOR JUSTICE SUPPORT
SERVICES EFFECTIVE UPON DATE OF EXECUTION THROUGH JUNE 30, 2035
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute Master Agreements with qualified vendors under the Justice, Care and Opportunities Department's Request for Statement of Qualifications solicitation for justice support services, effective upon date of execution through June 30, 2035, and delegated authority to execute Master Agreement Work Orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute justice support services Master Agreements (JSSMA), substantially similar to Exhibit I, with any vendors identified on Attachment A, who qualified under the Justice, Care and Opportunities Department's (JCOD) Request for Statement of Qualifications (RFSQ) released on November 4, 2024 for Justice Support Services, effective upon date of execution through June 30, 2035.
2. Delegate authority to the Director of Public Health, or designee, to execute additional JSSMAs during the ensuing period with additional qualified vendors that submit a

Statement of Qualifications (SOQ), which meet all the requirements as outlined in the RFSQ for justice support services, subject to review and approval by County Counsel.

3. Delegate authority to the Director of Public Health, or designee, to execute amendments to the JSSMAs that: a) extend the term up to an additional five years, through June 30, 2040; b) extend the term, if a Master Agreement Work Order (MAWO) executed prior to the expiration of the JSSMA has an expiration date later than the JSSMA's expiration date; and c) update the JSSMA's terms and conditions, subject to review and approval by County Counsel.
4. Delegate authority to the Director of Public Health, or designee, to execute competitively solicited MAWOs for services performed under the JSSMAs at amounts to be determined by Public Health, subject to review and approval by County Counsel. Annually, Public Health will provide your Board and the Chief Executive Office, a report listing all executed MAWOs by contractor, including the award amount for each MAWO and the cumulative amount awarded to each contractor.
5. Delegate authority to the Director of Public Health, or designee, to execute administrative amendments to the MAWOs that: a) extend the term, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; b) allow for the rollover of unspent MAWO funds, if allowable by the grantor; c) provide an increase or decrease in funding above or below the annual base maximum obligation effective upon execution or beginning of applicable funding period; and d) update the statement of work, scope of work, and/or work plans, as necessary, subject to review and approval by County Counsel.
6. Delegate authority to the Director of Public Health, or designee, to execute change notices to the MAWOs for: a) modifications to the budget with corresponding modifications to the statement of work, scope of work, and/or work plan, that are within the same scope of services, as necessary; b) modifications to Contractor's or County's administration; and c) changes to hours of operation and/or service locations.
7. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate any JSSMA or MAWO upon issuing a written notice to the contractor if the contractor fails to fully comply with contractual requirements and terminate any JSSMA or MAWO for convenience, including cancellation without cause and in response to federal, State, or County budget reductions, by providing written notice to the contractor of either 30 calendar days or 10 calendar days, as applicable, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During the COVID-19 pandemic, justice-involved individuals were disproportionately impacted, resulting in significant and ongoing disparities in health, well-being, and access to supportive services. These circumstances underscore the need for

streamlined administrative processes that enable the County to respond quickly and effectively to the needs of this vulnerable population. Public Health, in partnership with other County departments, including the Justice, Care and Opportunities Department (JCOD), Department of Youth Development (DYD), and Department of Economic Opportunity (DEO), advances policies and services that support justice-impacted and other vulnerable individuals by addressing the social determinants of health and safety and promoting a more just and equitable society. Through collaboration with County departments, community-based organizations (CBOs), and local communities, Public Health is working to develop a coordinated system of care that provides health-promoting opportunities for individuals to thrive and succeed as essential members of their communities. To support these efforts, execution of Justice Services Master Agreements (JSSMAs) through a streamlined contracting process is necessary to expedite the solicitation, evaluation, and execution of agreements, ensuring timely delivery of critical services to the justice-involved population.

Approval of Recommendation 1 will allow Public Health to execute JSSMAs with qualified vendors that meet the minimum mandatory requirements of JCOD's RFSQ for justice support services. This will help Public Health create a broad-spectrum, all-inclusive pool of qualified vendors, streamline its solicitation processes, and create and expand a broad range of programs that provide justice support services. Qualifying service categories under justice support services include, but are not limited to, Outreach and Engagement Services, Care Management Services, Housing Services, Workforce and Education Services, Legal Services, Supportive Services, Transportation Services, Capacity Building Services, Engagement & Communications Services, Consultant Services, Research & Evaluation Services, Interpretation and Translation Services, IT Services, Temporary Personnel Services, Flexible Subsidy Pool Services, Community and Hospital Violence Intervention Services, and Youth Development Services. IT services MAWOs will be developed in consultation with the Office of the Chief Information Officer.

Approval of Recommendation 2 will allow Public Health to execute additional JSSMA's with qualified vendors selected by JCOD's RFAQ, effective upon execution, through the initial term of the JSSMA and any subsequent extension periods, subject to review and approval by County Counsel

Approval of Recommendation 3 will allow Public Health to execute amendments to the JSSMAs to extend the term and update the JSSMA's terms and conditions, subject to review and approval by County Counsel.

Approval of Recommendation 4 will allow Public Health to execute competitively solicited MAWOs with JSSMA contractors, subject to review and approval by County Counsel.

Approval of Recommendations 5 and 6 will allow Public Health to execute administrative amendments to the MAWOs to extend the term; allow the rollover of unspent funds; provide an increase or decrease in funding; and allow revisions to the statement of work, scope of work, and/or work plans; execute change notices for modifications to the budget

and corresponding modifications to the statement of work, scope of work, and/or work plans, that are within the same scope of services; modify administration and/or changes to hours of operation and/or service locations. This authority is being requested to enhance County's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Approval of Recommendation 7 will allow Public Health to immediately suspend or terminate any JSSMA or MAWO if a contractor fails to perform and/or fully comply with contractual requirements and to terminate any contract for convenience, including cancellation without cause and in response to federal, State, or County budget reductions, by providing written notice to the contractor of either 30 calendar days or 10 calendar days, as applicable.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan North Star 1, Making Investments That Transform Lives: Focus Area Goal A – Healthy Individuals and Families; North Star 2, Foster Vibrant and Resilient Communities: Focus Area Goal A – Public Health; and North Star 3, Realize Tomorrow's Government Today: Focus Area Goal D – Streamlined and Equitable Contracting and Procurement, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Utilizing JSSMAs, Public Health will be able to release Work Order Solicitations to the pool of qualified vendors to provide justice support services on an as-needed basis. The JSSMAs will not have a fiscal impact. The County only incurs an obligation as individual MAWOs are awarded by Public Health on an as-needed basis. Funding, as well as funding sources, will vary depending upon the services to be provided, the term of the MAWO, and the availability of funding. Public Health is responsible for ensuring it has adequate funding in its operating budget prior to requesting services under the JSSMA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Exhibit I is the JSSMA template approved by County Counsel. Any changes to the template will be reviewed for approval by County Counsel. Public Health may execute JSSMAs with any vendor who is qualified under JCOD's RFSQ for justice support services, including those who have already qualified and are listed on Attachment A.

CONTRACTING PROCESS

On November 4, 2024, JCOD released an RFSQ for justice support services on the County's Doing Business with LA County website. Subsequently, on February 4, 2025, and May 12, 2026, respectively, your Board delegated authority to JCOD and DYD, and later to DEO, to execute JSSMAS with pre-qualified vendors. This streamlined contracting approach supports a simplified, efficient, and equitable solicitation and

contracting process by expanding opportunities for qualified community-based organizations to compete through an inclusive and innovative procurement model. Extending this authority to Public Health will enable the Department to establish and expand critical programs serving justice-impacted and other vulnerable populations more expeditiously, improving access to services, addressing health and social needs, and helping prevent further harm.

The RFSQ will remain open for the duration of the JSSMAs, unless otherwise determined by JCOD. Public Health will execute JSSMAs with vendors that have been deemed qualified by JCOD through the RFSQ process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Establishment of the JSSMAs with prequalified vendors will simplify the solicitation and contracting process for Public Health, enabling the Department to more efficiently implement and expand justice support services through timely execution of agreements with qualified providers.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

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Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

<u>Fully Executed JSSMA Vendors</u>		<u>JSS-#</u>
1	249G Acres	JSS-0001
2	2nd Call	JSS-0002
3	Alliance for California Traditional Arts (ACTA)	JSS-0003
4	Antelope Valley Partners for Health	JSS-0004
5	Arts for Healing and Justice Network	JSS-0005
6	Ascencia	JSS-0006
7	Assured Lifestyle Housing	JSS-0007
8	Ben Free Project	JSS-0008
9	Bridging the Gap Enterprises	JSS-0009
10	Caravan 4 Justice DBA Urban Social Services and Advocacy	JSS-0010
11	Carl Highshaw LLC DBA Resilient Solutions	JSS-0011
12	Casa of Los Angeles	JSS-0012
13	Center for Living and Learning	JSS-0013
14	Centinela Youth Services Inc (CYS)	JSS-0014
15	Chances 4 Change Inc	JSS-0015
16	Christopher Rashad Global Holdings Inc DBA Amber Wynn MSPA	JSS-0016
17	Clear Skies Ranch	JSS-0017
18	Community Partners	JSS-0018
19	Dorothy's Daughter DBA Hope Now Community Resource Center	JSS-0019
20	Dream Live Hope Foundation	JSS-0020
21	Entrenous Youth Empowerment Services Inc	JSS-0021

Attachment A

22	Epidaurus DBA Amity Foundation	JSS-0022
23	Exodus Recovery Inc	JSS-0023
24	Fathers and Mothers Who Care Inc	JSS-0024
25	Five Keys Schools and Programs	JSS-0025
26	Flintridge Center	JSS-0026
27	Friends Outside in Los Angeles County	JSS-0027
28	HealthRIGHT 360	JSS-0028
29	Helpline Youth Counseling Inc	JSS-0029
30	Inner City Law Center	JSS-0030
31	Inner City Visions	JSS-0031
32	InsideOut Writers	JSS-0032
33	Integrative Communities DBA The Social Impact Center	JSS-0033
34	Jail Guitar Doors	JSS-0034
35	Joyous Ventures	JSS-0035
36	Life Builders Incorporated	JSS-0036
37	Los Angeles Mission Inc	JSS-0037
38	Mass Liberation	JSS-0038
39	MDRC	JSS-0039
40	Mental Health Advocacy Services Inc	JSS-0040
41	Michael's Daughter Foundation	JSS-0041
42	NDICA	JSS-0042
43	Neighborhood Legal Services of Los Angeles County	JSS-0043
44	Painted Brain	JSS-0044
45	Pathway to Kinship	JSS-0045
46	PCS Family Services	JSS-0046

Attachment A

47	Public Counsel	JSS-0047
48	Rancho San Antonio Boys Home Inc	JSS-0048
49	Shields for Families	JSS-0049
50	SHINE BC-LA (DBA Brilliant Corners)	JSS-0050
51	Soledad Enrichment Action Inc	JSS-0051
52	Special Service for Groups Inc	JSS-0052
53	St. John's Community Health	JSS-0053
54	Starfish Stories Inc	JSS-0054
55	Sunrise Community Outreach Center Inc	JSS-0055
56	The ADvot Project	JSS-0056
57	The AMAAD Institute	JSS-0057
58	The Catalyst Foundation	JSS-0058
59	The Plus Me Project	JSS-0059
60	Volunteers of America of Los Angeles	JSS-0060
61	Whole Systems Learning	JSS-0061
62	Willing 2 Move Forward	JSS-0062
63	Youth Mentoring Connection	JSS-0063
64	Alma Family Service	JSS-0064
65	Asian Youth Center	JSS-0065
66	CauseIMPACTS LLC	JSS-0066
67	Community Lawyers Inc	JSS-0067
68	FBG Group LLC	JSS-0068
69	Heart of Los Angeles Youth Inc	JSS-0069

Attachment A

70	Holliday's Helping Hands	JSS-0070
71	Love Home Inc	JSS-0071
72	Mt. San Antonio Community College	JSS-0072
73	Paving The Way Foundation	JSS-0073
74	Tarzana Treatment Centers Inc	JSS-0074
75	A Place Called Home	JSS-0075
76	Boys & Girls Clubs of Long Beach	JSS-0076
77	California Conference for Equality and Justice	JSS-0077
78	Coalition for Engaged Education	JSS-0078
79	Communities In Schools of Los Angeles Inc	JSS-0079
80	Mentor For Change	JSS-0080
81	Proyecto Pastoral	JSS-0081
82	Rio Hondo Community College	JSS-0082
83	Spirit Awakening Foundation	JSS-0083
84	Timelist Group Inc	JSS-0084
85	WestCal Academy	JSS-0085
86	Youth Advocate Programs Inc	JSS-0086
87	826LA	JSS-0087
88	A Step to Freedom	JSS-0088
89	Alliance for Community Empowerment	JSS-0089
90	Antelope Valley Community Training Center	JSS-0090
91	Beach Cities Health District	JSS-0091
92	BOSS, Inc.	JSS-0092
93	Centro C.H.A., Inc.	JSS-0093
94	Downtown LA Soccer Club	JSS-0094

95	Morris-Young Legacy House	JSS-0095
96	Nail Dega, LLC	JSS-0096
97	Rainbow Labs Mentoring, Inc.	JSS-0097
98	Ripe Media, Inc.	JSS-0098
99	Alacarte Professional Services, LLC	JSS-0099
100	A W S Services and Nursing, Inc.	JSS-0100
101	Barrio Action Youth & Family Center	JSS-0101
102	Better Youth, Inc.	JSS-0102
103	Center for the Empowerment of Families, Inc.	JSS-0103
104	Coalition for Humane Immigrant Rights	JSS-0104
105	Do Good Daniels Family Foundation	JSS-0105
106	Koinonia Parks Corporation	JSS-0106
107	Kollab Youth	JSS-0107
108	Made New Foundation, Inc.	JSS-0108
109	Our Own Non Profit Inc	JSS-0109
110	Peace Over Violence	JSS-0110
111	Peace4Kids	JSS-0111
112	Street Poets, Inc.	JSS-0112
113	The Young People's Foundation, Inc.	JSS-0113
114	Theatre Of Hearts, Inc.	JSS-0114
115	Watts Labor Community Action Committee	JSS-0115
116	Youth Justice Coalition	JSS-0116
117	Affiliates & Offenders Recovery Program, Inc.	JSS-0117
118	Antelope Valley Community Uplift Foundation	JSS-0118
119	Change Lanes Youth Support Services	JSS-0119

Attachment A

120	Rescue-A-Life Foundation	JSS-0120
121	Resilient Agency	JSS-0121
122	Sanctuary of Hope	JSS-0122
123	Self Determined Futures, LLC	JSS-0123
124	South Bay Center For Counseling dba Strength Based Community Change	JSS-0124
125	Symtech Corporation	JSS-0125
126	The Nia Foundation, Inc.	JSS-0126
127	Transitions 2 Transformations, LLC	JSS-0127
128	United Parents & Students	JSS-0128
129	Young Women's Freedom Center	JSS-0129
130	Impact Justice	JSS-0130
131	Legal Aid Foundation of Los Angeles	JSS-0131
132	Men Taking Over Reforming Society, Inc.	JSS-0132
133	Project Optimism	JSS-0133
134	Shep-Ty Inc. dba Game Changer	JSS-0134
135	SISTAHFRIENDS	JSS-0135
136	The Anti-Recidivism Coalition	JSS-0136
137	The Connie Rice Institute for Urban Peace DBA Urban Peace Institute	JSS-0137
138	Victory Starts Now, Inc	JSS-0138
139	Hands For Hope	JSS-0139
140	Spring of Evolution, Inc. DBA Wolf Connection	JSS-0140
141	Street Racing Kills	JSS-0141
142	Serve California LLC	JSS-0142
143	Music to the Ears	JSS-0143
144	Los Angeles Centers for Alcohol and Drug Abuse (LACADA)	JSS-0144

Attachment A

145	Fostering Dreams Project	JSS-0145
146	The Good Part Perspective (TGPP)	JSS-0146
147	Public Health Foundation Enterprises, Inc DBA Heluna Health	JSS-0147
148	KPMG LLP	JSS-0148
149	The Reverence Project (TRP)	JSS-0149
150	Fractal Strategies	JSS-0150
151	The Chrysalis Center	JSS-0151
152	Lost Angels Children's Project, Inc.	JSS-0152
153	Chosen Hearts	JSS-0153
154	Accenture LLP	JSS-0154
155	Insightful Resources, Inc.	JSS-0155
156	KH Consulting Group	JSS-0156
157	On My Grind, Reentry Services Inc.	JSS-0157
158	Optimist Boys' Home and Ranch	JSS-0158
159	AppleOne, Inc dba AppleOne Employment Services	JSS-0159
160	Driving Hope Foundation	JSS-0160
161	Healing Urban Barrios	JSS-0161
162	Insightful Matters Family Counseling Professionals, Inc. dba Insightful Matters	JSS-0162
163	Long Beach Blast-Better Learning For All Students Today	JSS-0163
164	Paws for Life K9 Rescue	JSS-0164
165	Sharefest Community Development, Inc.	JSS-0165
166	The Nonprofit Partnership	JSS-0166
167	Able Works	JSS-0167
168	Fair Opportunity for Change (FOFC)	JSS-0168

Attachment A

169	RDA Consulting, SPC	JSS-0169
170	South Central United (SCU)	JSS-0170
171	The Children's Center of the Antelope Valley	JSS-0171
172	Via Care Community Health Center	JSS-0172
173	Louise W Calhoun Foundation Inc	JSS-0173
174	Foothill Family Service	JSS-0174
175	GREEN THUMB A.V.GRIP	JSS-0175
176	Harlow Senior Resources, LLC	JSS-0176
177	New Life Foster Family Agency	JSS-0177
178	Sleep Tight Tonight Healing Solutions LLC	JSS-0178
179	Homeboy Industries	JSS-0179
180	Turning Point Alcohol & Drug Education Program, Inc.	JSS-0180
181	Asian American Drug Abuse Program, Inc.	JSS-0181
182	Champions in Service San Fernando Valley and Greater Los Ar	JSS-0182
183	Christ-Centered Ministries	JSS-0183

184	Vitus Pius Iunctus Corp.	JSS-0184
185	The TransLatin@ Coalition	JSS-0185
186	Southern California Health & Rehabilitation Program	JSS-0186
187	His Daughters House	JSS-0187
188	PATH	JSS-0188
189	Ameelio Emerge Public Benefit Corporation dba Emerge Career	JSS-0189
190	April Parker Foundation	JSS-0190
191	Harder+Company Community Research, Inc	JSS-0191
192	L. A. Family Housing Corporation	JSS-0192
193	New Road Foundation	JSS-0193
194	Pathways to Stability	JSS-0194
195	San Pedro Recovery Alliance	JSS-0195

Attachment A

196	Ten Toes In	JSS-0196
197	Urban Association of Forestry & Fire Recruitment Professionals	JSS-0197
198	Bithiah's Family Services	JSS-0198
199	Butterfly's Haven	JSS-0199
200	Health Care Integrated Services	JSS-0200
201	Homeless Health Care Los Angeles	JSS-0201
202	Priceless Investors	JSS-0202
203	RKKPS, INC	JSS-0203

<u>Categories</u>
Intensive Case Management; Crisis & Interim Housing; Job Readiness & Employment Support and more.
Youth, adults, families, and communities, focusing on youth diversion and development, community violence intervention and prevention, and re-entry services.
Supportive Services - Arts in Corrections, CDCR CA Reentry and Enrichment, Reentry Through the Arts and etc.
Various services for impacted and justice involved youth and adults within the Antelope Valley community.
Capacity Building Services; Youth Development Services - Community Based Youth Development, Youth Diversion Services, Continuum of Care for Justice Involved Youth.
Homeless Outreach; Shelter; Homeless Housing; Supportive Services
Emergency shelter, transitional housing for JII
Art & Education
Services include mental health seminars, cultural enrichment programs, impact assemblies, case management, academic and summer programs, as well as professional development for educators and service providers.
Housing navigation, life skills, case management
Outreach and Engagement Services; Case Management Services; Housing Services; Workforce and Education Services; Supportive Services; Capacity Building Services;
Youth services
Reentry Employment Services; Reentry Case Management and Housing.
Community-based Youth Development; Youth Diversion Services
Case management - reentry
Communications, Outreach and Education, Editorial Thought Leadership, Strategic Planning, Performance Measurement, Capacity Building Services, Consultant Services
Care Management Services, Transportation Services, Housing Services, Workforce and Education Services, and Supportive Services.
community-based arts programs centered on youth leadership
Youth Development Services
Housing, Outreach and Engagement Services, Youth Development
Outreach and Engagement Services, Case Management, workforce development, legal advocacy and support, and youth development services

Outreach and Engagement, Care Management Services, Housing Services, Workforce and Education Services, Supportive Services and Transportation services
Outreach, Engagement, Care Management and Housing Services
Outreach and Engagement, Care Management, housing, Workforce and Education, Legal, Supportive, Transportation and Flexible Subsidy Pool Services
Outreach & management; housing; care management; supportive services; workforce and education
Outreach and Engagement Services, Care Management Services, Workforce and Education Services, Legal Services, Supportive Services, Transportation Services, Capacity
Outreach and Engagement Services; Care/Case Management Services; Workforce and Education Services; Supportive Services; Transportation Services
1. Outreach and Engagement Services;
2. Case Management Services;
counseling, mental health and substance use disorder treatment, case management, housing, education, prevention, and intervention.
Direct Legal Services, Outreach and Education.
Outreach and Engagement Services, Care Management Services, Supportive Services, Capacity Building Services and Youth Development Services.
Youth Development Services-Diversion
Legal Services, Outreach and Engagement services, and Care Management services
Workforce and Education. Youth Development.
temporary supportive housing programs for adults that include access to food, safety, and hygiene.
Counseling/mentoring/mental health services to pre-dispositioned probation youth
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Legal Services; Transportation Services; Engagement
Housing Services; Workforce and Education Services; transportation services; supportive services
Consulting Services
Legal Services
Youth services
Outreach and Engagement; Workforce and Education Services; Youth Development Programs; Legal Services; Housing Services
Outreach and Engagement Services, Care Management Services, Legal Services and Supportive Services.
Outreach and Engagement Services, Care Management, Workforce and Education Services, Supportive Services, Capacity Building Services, Youth Development Services
Workforce and Education Services, Supportive Services, Youth Development Services
Service navigation, employment training and placement, reentry services.

Did not indicate.
Outreach and Engagement Services, Transportation Services, Capacity Building Services, Engagement and Communications Services, Consultant Services, Research and Evaluation
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Legal Services; Supportive Services; Transportation
Breaking Barriers is an innovative cross-sector solution that realigns the health care, criminal justice, and other systems around the critical intervention of service enriched
Outreach and Engagement Services; Care Management Services; Workforce and Education Services; Supportive Services; Youth Development Services
Outreach and engagement
- Care Management - Housing - Legal services - Supportive Services - Capacity building
RICMS - Intensive Care Management
Did not indicate.
Care Management Services - Reentry
Youth Development Services
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Capacity Building Services;
RICMS; DOORS-CRC-AV; Youth Overcoming (YO!)
Youth Development
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Youth Development Services
Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services, Transportation Services, and Youth Development Services
Reentry Services to justice-impacted individuals
Youth Services
Youth Development & Diversion Services; Community-Based Mental Health & Outreach; ICMS & Supportive Services for Justice-Involved Individuals
RICMS
Employment Opportunities for older Adults; Consulting Services;
Interim Housing; Case Management; Care Coordination and more.
Care Management Services, Housing Services, Group Programming, Collaboration and Partnership
Youth Development, Academic Services, Arts, Hand-On Learning, Whole Family Wellness, Outcomes and Impact

Workforce Development, Interim Housing, Mental Health Services, and Family Reunification
Interim Housing, Diversion and Reentry, Intensive Case Management Services
Rising Scholars Program
specialized training and apprenticeship programs, with the justice involved and re-entry population
Reentry Intensive Case Management (RICMS); Mental Health Services; Alternatives to Incarceration (ATI);
Educational Services; Teen and Young Adult Services; Counseling and Case Management; Wellness; Arts and Creative Expression; Technology and Digital Literacy
Youth Development Services; Youth Diversion Services; Continuum of Care for Justice-Involved Youth; Workforce and Education Services
Youth Diversion
Youth Diversion
Support services to youth in Los Angeles
Outreach and Engagement Services, Workforce and Education Services, Care Management Services, Youth Development Services,
Crisis Intervention and Wellness Program Services
Youth Development programming
Youth Development, Supportive, Housing, Workforce and Education Services
Youth Services
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Transportation Services; Capacity
Pre-apprenticeship to apprenticeship pipeline to expand registered apprenticeship opportunities for active military personnel, veterans, justice-impacted youth, at promise
Youth Services
Youth Services
Interim housing, case management, system navigation, care coordination, service linkage, wrap-around programs, and supportive services
Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services and more
Youth Services
Youth Diversion Services
Youth Services
Outreach & Engagement, Youth Reentry & Diversion, Workforce Development & Placement
Youth Services

Youth Development
Wellness Based Salon
High-quality mentorship, leadership development, and social-emotional support to LGBTQIA+ youth in Los Angeles County
Engagement and Communications Services
Justice-Focused Services, Youth Services, Healing-Informed Art Services
JII Rehabilitation; Reentry Assistance; Community Engagement; Workforce Training; Personal Development
Youth Services
Apprenticeship, Education and training services
Youth Development Services; Diversion Programming; Supportive Services; Outreach and Engagement Services
Immigrant rights; Leadership Development; College Access Resources; Mental Wellness Support; Basic Needs Support; Legal Resources
Interim Housing
Re-Entry Services
Youth Services
Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services, and Youth Development
Youth Services
Outreach and Engagement Services, Care Management Services, Housing Services, Legal Services, Capacity Building Services, Flexible Subsidy Pools, Youth Services, Youth
Youth services
Workforce & Education Services, Youth Development, Outreach and Engagement Services, Supportive Services, Engagement and Community Services
Youth Services
Youth Services
Outreach and Engagement, Care Management, Housing, Workforce and Education, Supportive Services, and Youth Development
Outreach and Engagement, Care Management, Workforce and Education, Legal, Supportive, Transportation, Capacity-Building, Engagement & Communications,
Comprehensive Case Management Services
Capacity Building Services; Support Services; Workforce and Education Services; Housing Services; Outreach and Engagement Services; Care Management Services; Youth Case Management, Outreach and Engagement, Emergency Temporary Shelter, Education, Youth and Family Services.

Reentry and Recovery services
Violence intervention, workforce development and comprehensive support for justice-impacted.
Workforce and Education Services; Housing Services; Outreach and Engagement Services; Care Management Services; Youth Development Services
Workforce and Education Services; Housing Services; Outreach and Engagement Services; Care Management Services; Legal Services; Supportive Services; Transportation
Youth Services
Staffing and support services to government agencies.
Youth Services
Consulting Services
Outreach and Engagement, Youth Services
Youth services
Community-based Youth Development, Youth Diversion Services, and Continuum of Care for Justice-Involved Youth
community lawyering model to address
the core legal needs of justice-impacted individuals and their communities
Individualized case management, employment support, social and emotional interventions, family reunification programs, individual counseling, and group counseling for justice-
Youth Services
Justice Support Services - focus groups, trainings and etc.
Reentry Intensive Case Management (RICMS)
Outreach and Engagement Services
Capacity Building Services
Outreach and engagement
Care Management Services
Did not indicate.
Did not indicate.
Youth Services
Outreach and Engagement Services, Mental Health Care, Case Management Services
educational and enrichment
Outreach and Engagement Services
Care Management Services

Youth Services
Youth Diversion Services Community-based Youth Development
Temporary Services, Youth Services
Capacity Building Services; Consultant Services; IT Services
trauma-informed care, violence intervention, and restorative justice services in high-need communities
Capacity Building Services, Consultant Services, and Research & Evaluation Services
Employment Services
Outreach and Engagement Services; Care Management Services; Workforce and Education Services; Supportive Services; Youth Development Services
Case Management, Reentry Navigation, Supportive Housing Services
Consultant services; IT services
Care Management Services; Research & Evaluation Services; Youth Development Services
Outreach and Engagement; Consultant Services; Research and Evaluation Services
Workforce Development, Housing Assistance, Violence Prevention
Outreach and Engagement, Care Management Services, Housing Services, Workforce and Education Services, Supportive Services, Youth Development Services.
Temporary Personnel Services
Career Readiness and Employment Services, Job Training and Certification Programs, Life Skills and Financial Literacy
Outreach and engagement; case management; housing; workforce and education; legal services; supportive and transportation services; youth development services
Mental Health Therapy Services
College and Career
Reentry Services, Housing Navigation, Employment Training and Readiness, Case Management
Workforce and Education Services
Consultation services
Care Management Services, Workforce and Education Services, Research and Evaluation Services, Youth Development Services
Supportive, Housing Services

Capacity Building Services, Consultant Services, Research & evaluation Services
Youth Development Services
Diversion; reentry stabilization; mental health treatment; and coordinated care for JII; DOORS; Care Management
reentry intensive case management; transportation; supportive services; housing services to vulnerable justice-involved individuals
employment readiness; digital skills access; workforce stabilization; employer engagement; and coordinated referrals
Supportive Services; Youth Development Services – Community-based Youth Development;
None specified
housing navigation, care coordination, transition planning, and linkage to community-based resources for justice-involved and system-impacted individuals
Transportation Services; limited ancillary Supportive Services directly related to transportation, placement stability, and youth wellbeing
Capacity Building, Communication Services, Substance Abuse Experience, Case Management, Outreach and Engagement
None specified
substance use disorder treatment, case management, reentry support, housing navigation, employment readiness, and life skills development for adults and transitional age youth
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Supportive Services; Youth Development Services
Youth Development; Engagement & Communications; Reentry; Housing; Workforce and Education; Capacity Building; Consult Services; Research & Evaluation Services;
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Transportation Services; Supportive Services; Capacity Building Services; Engagement and Communications Services; Youth Development Services

Outreach and Engagement; Criminal Expungement for JII; Youth Development; Supportive Services
Case Management/Peer Counseling; Re-Entry Services; Mental Health Counseling Services; Economic/Workforce Development; Legal Services; Housing Services; HIV Prevention; Leadership Development; Drop In Center; Advocacy; COVID19 Prevention; Substance Abuse Prevention
None specified
Rapid Rehousing; Homeless Prevention; Supportive Services; Workforce Training & Development; CalAIM & Enhanced Care Management (ECM); Coordination of Care
Outreach and Engagement; Case Management and Supportive Services; Housing Services
Workforce and Education Services; Outreach and Engagement Services; Care Management Services; Supportive Services; IT Services
Outreach and Engagement; Care Management; Housing; Workforce and Education Services; Legal Services; Case Management and Supportive Services; Benefits/Income Assistance; Financial Management; Life Skills Trainings; Childcare Support; Transportation Services; Interpretation and Translation Services; Youth Development Services
Research & Evaluation Services
Housing; Care Management; Outreach & Engagement; Supportive Services
Outreach and Engagement Services; Care Management; Housing Services; Workforce and Education Services; Supportive Services;
Support Services
Intensive case management services; Housing Navigation; Work Readiness; Transportation

Outreach and Engagement, Care Management, Supportive Services
None Specified
Transitional Aged Youth and Workforce Development; Behavioral Health and Trauma Informed Services; Community Partnerships and Resource Coordination; Organizational Capacity
Housing Stabilization & Navigation; Case Management and Care Coordination Workforce Development; Financial Literacy
comprehensive assessment, care plan development, enhanced coordination of care, health promotion, transitional care, and coordination of community and social support services
Outreach and Engagement Services; Care Management Services; Housing Services; Workforce and Education Services; Legal Services; Supportive Services; Transportation Services; Capacity Building Services; Engagement & Communications Services; Consultant Services; Research and Evaluation Services; Interpretation and Translation Services; IT Services; Temporary Personnel Services; Flexible Subsidy Pool Services; Youth Development Services
Housing Services; Workforce & Education Services
None Specified



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

JUSTICE SUPPORT SERVICES

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EXHIBITS:

- A County's Administration
- B Contractor's Administration
- C Sample Master Agreement Work Order
- D1 Certification of Employee Status
- D2 Certification of No Conflict of Interest
- D3 Contractor Acknowledgement and Confidentiality Agreement
- E Subsequent Executed MAWOs (Not Attached)
- F Information Security and Privacy Requirements

MASTER AGREEMENT

BETWEEN

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

AND [CONTRACTOR NAME]

FOR

JUSTICE SUPPORT SERVICES

This Master Agreement and its Exhibits is made and entered into on **Enter Date** by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and **Contractor Name**, hereinafter referred to as "Contractor". Contractor is located at **Contractor Address**. Contractor will provide Justice Support Services.

RECITALS

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, this Master Agreement is authorized under California Government Code Section 31000 which authorizes the Board to contract for special services and Contractor specializes in providing justice support services; and

WHEREAS, on MONTH DAY, YEAR the Board has authorized the Director of Public Health, or designee to execute and administer this Master Agreement; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide specialized justice support services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through F are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master

Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Sample Master Agreement Work Order
- Exhibit D1 Certification of Employee Status
- Exhibit D2 Certification of No Conflict of Interest
- Exhibit D3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E Subsequent Executed MAWOs (Not Attached)
- Exhibit F Information Security and Privacy Requirements

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Amendment:** Any change which affects the scope of work, Master Agreement or MAWO term, contract sum, payments, or any term or condition included under this Master Agreement or a MAWO issued under this Master Agreement.
- 2.1.2 Board of Supervisors (Board):** The Board of Supervisors of the County, acting as governing body.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered

into this Master Agreement with the County to perform or execute the work covered by this Master Agreement.

- 2.1.4 Contractor's Project Director:** The individual designated by the Contractor to administer the Master Agreement operations after Master Agreement award.
- 2.1.5 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here: <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Master Agreement and any resultant MAWO.
- 2.1.7 County's Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County.
- 2.1.8 County's Master Agreement Work Order (MAWO) Director:** Responsible for coordinating and monitoring the MAWO.
- 2.1.9 County's Project Director:** Person designated by the Director with authority to approve all MAWO solicitations and executions.
- 2.1.10 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of this Master Agreement.
- 2.1.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.12 Department:** The County of Los Angeles Department of Public Health, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.13 Director:** Director of Public Health Department, or designee.
- 2.1.14 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.15 Master Agreement:** This standard agreement executed between County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequently issued MAWOs.
- 2.1.16 Master Agreement Work Order (MAWO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each MAWO must result from a solicitation process. Unless otherwise specified in the MAWO solicitation, the County will select the lowest cost, qualified bid responding to the requirements of the proposed MAWO.

- 2.1.17 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work will be assigned pursuant to solicited MAWOs which will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. The payment methodology will vary according to the services to be performed, subject to the Total Maximum Amount specified on each individual MAWO. MAWOs will conform to Exhibit C, Sample MAWO.
- 3.3 If Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the MAWO expiration date, and/or that exceeds the Total Maximum Amount as specified in the MAWO as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.
- 3.4 County procedures for issuing and executing MAWOs are as set forth in this Paragraph. Upon determination by the County, it will issue a Work Order solicitation (WOS) containing a Statement of Work to all Master Agreement contractors. Each interested contractor so contacted may submit a bid to the County address and within the timeframe specified in the solicitation. Failure to provide a bid within the specified timeframe may disqualify Contractor for that particular MAWO.
- 3.5 Upon completion of evaluations, the County will execute the MAWO by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no MAWOs are awarded to some Master Agreement Qualified Contractors.
- 3.6 The County estimates that selection of any Contractor will occur within 305 business days of completion of the evaluations of the particular MAWO bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the MAWO. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular MAWO as determined in the sole discretion of the County's Project Director.

- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given the County fiscal year, then the County may terminate this Master Agreement pursuant to Paragraph 8.52 (Termination for Default).
- 3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of its services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 Contractor is responsible for monitoring and controlling the number of hours worked, and more particularly, the resulting dollar value of chargeable services performed by Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated in the MAWO.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon execution through and including June 30, 2035, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement for up to additional five years, through June 30, 2040, for a maximum total Master Agreement term of 15 years.

The County maintains a database to track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

- 4.3 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed MAWOs.

5.2 Written Approval for Reimbursement

Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur only with the County's express prior written approval. Any assumption or takeover of any of Contractor's duties, responsibilities, or obligations without the prior written approval of the County will be a material breach of this Master Agreement.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement or any resultant MAWO. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement or any resultant MAWO will not constitute a waiver of the County's right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to a MAWO executed under this Master Agreement, Contractor must separately invoice the County as specified in the approved MAWO budget(s).

5.4.2 Payment for all work will be on either a Cost Reimbursement, Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO less any amounts assessed in accordance with Paragraph 8.30 of this Master Agreement (Liquidated Damages).

5.4.3 All work performed by, and all invoices submitted by Contractor pursuant to services requests issued hereunder must receive the written approval of the County's MAWO Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under a MAWO issued under this Master Agreement must be submitted to the applicable County's MAWO Director, as designated in Exhibit A (County's Administration).

5.4.5 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable MAWO.

Cost Reimbursement

Each invoice submitted by Contractor must specify:

- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

OR

Time and Materials

Each invoice submitted by Contractor must specify:

- The County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the MAWO; and
- The total amount of the invoice.

OR

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

- The County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.6 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with

Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise when not qualified.

5.5 Budget Reduction

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees, and imposes similar reductions with respect to the County contracts, the County reserves the right to reduce its payment obligation under any MAWO issued under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of the MAWO(s) and this Master Agreement (including any extensions), and the services to be provided by Contractor under any MAWO(s) will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the services set forth in MAWOs awarded under this Master Agreement.

5.6 Contractor Budget and Expenditures Reduction Flexibility

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Master Agreement and any resultant MAWO(s), without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, the Director may, consistent with federal, State, and/or the County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of a MAWO via a written amendment to the MAWO.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the term of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A (County's Administration). The County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Project Director

The Master Agreement Project Director (MAPD) has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 County's Project Director

The County's Project Director, or designee, is the approving authority for individual MAWO solicitations and executions.

6.4 The County's MAWO Director

A MAWO Director will be assigned for each MAWO by the County's Project Director.

6.4.1 The responsibilities of the MAWO Director include:

- ensuring that the technical standards and task requirements articulated in the individual MAWOs are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the MAWO;
- coordinating and monitoring the work of Contractor personnel assigned to any MAWO projects, and for ensuring that MAWO objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the MAWO;
- coordinating with Contractor's Project Director, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 The County's MAWO Directors are not authorized to make any changes in MAWO labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared amendments executed pursuant to Paragraph 8.1 of this Master Agreement.

6.5 County's Project Manager

The County's Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager will prepare, and issue MAWOs and any amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.6 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of this Master Agreement. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 Contractor's Project Director is designated in Exhibit B (Contractor's Administration). Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 Contractor's Project Director will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with Department's Master Agreement Work Order Directors on a regular basis with respect to all active MAWOs.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify the County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such

officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of Contractor's staff performing work under any resultant MAWO and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement and any resultant MAWO with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under any MAWO issued under this Master Agreement who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under any MAWO issued under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing services under any MAWO issued under this Master Agreement at any time during the term of this Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County facility access.

- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement and any resultant MAWO.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an amendment to this Master Agreement must be prepared and executed by Contractor and the Director, as authorized by the County's Board.
- 8.1.2 The Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an amendment to the Master Agreement must be prepared and executed by Contractor and the Director.
- 8.1.3 **Addition/Deletion of Categories**
- The Master Agreement Project Director (MAPD) or designee may, at their sole discretion, add and/or delete Categories under this Master Agreement. To add or delete Categories, an Amendment to the Master Agreement will be prepared by the County and executed by Contractor and by the MAPD, or designee, as authorized by the County's Board.
- 8.1.4 Notwithstanding Paragraph 8.1.1, the Work Order Project Director, or designee, may amend the MAWOs to permit modifications to or within budget categories within each schedule and corresponding adjustments to the scope of work, tasks, and/or activities and/or allow changes to hours of operation, changes to service locations, and/or correction of errors in the MAWO's terms and conditions, a written Change Notice will be signed by the Work Order Project Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice will be incorporated into and become part of the MAWO.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the

actual acquisitions/mergers.

- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement or any MAWO issued under this Master Agreement, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, the County consent requires written amendments to the Master Agreement, which are formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

Contractor represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

Contractor must develop, maintain, and operationalize procedures for receiving, investigating, and responding to complaints.

- 8.4.1 Within 30 business days after execution of this Master Agreement, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.4.2 The policy must include, but not be limited to, when and how new individuals receiving services or otherwise interacting with Contractor under this Contract, and their authorized representatives where applicable, as well as current and recurring clients, are to be informed of, and provided access to, procedures for filing a complaint.

- 8.4.3 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.4 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.
- 8.4.5 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.6 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.4.7 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.8 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

8.5 Compliance with Applicable Law

- 8.5.1 In the performance of this Master Agreement and any resultant MAWO, Contractor must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement

from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

Contractor must comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000 (e) (1)-(17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

Additionally, Contractor certifies to the County that:

- 8.6.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Has a system for taking reasonable corrective action, to include establishment of goals or timetables when problem areas are identified in employment practices.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090.](#)
- 8.7.2 Written Employee Jury Service Policy
 - Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five

business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County Master Agreements, MAWOs, or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under any MAWO issued under this Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Jury Service Program must be attached to that subcontract.
- If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor has a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to

remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or any MAWO issued under this Master Agreement, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 Compliance with the County's Zero Tolerance Policy on Human Trafficking

- 8.8.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.8.2 If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing services under any MAWO issued under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.8.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of any MAWO issued under this Master Agreement.

8.9 Compliance with Fair Chance Employment Hiring Practices

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in [California Government Code Section 12952, the California Code of Regulations Section 11017.1, and County Code Chapter 8.300 \(Fair Chance Ordinance for Employers\)](#).

Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance Fact Sheet and Workplace Posters (English/Spanish), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an Employer Toolkit (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fairchance/>.

Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in

its sole discretion, issue administrative penalties and/or seek additional remedies as provided within Section 8.300.100 of the Fair Chance Ordinance for Employers, and/or terminate this Contract.

8.10 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractor(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractor(s) to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.11 Conflict of Interest

8.11.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement, any MAWO issued under this Master Agreement, or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement or any MAWO issued under this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.11.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.11 will be a material breach of this Master Agreement.

8.12 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.13 Consideration of Hiring GAIN/START Participants

8.13.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.13.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, the County employees must be given first priority.

8.14 Contractor Responsibility and Debarment

8.14.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible contractors.

8.14.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning Contractor's performance on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on the County contracts for a specified period of time, which generally will not exceed five

years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

8.14.3 Non-responsible Contractor

The County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.14.4 Contractor Hearing Board

- If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in

effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.14.5 Subcontractors of Contractors

These terms will also apply to subcontractors of County contractors.

8.15 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees, and require each subcontractor to notify and

provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at the contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

Contractor and its subcontractor(s) can access posters and other program material at www.babysafela.org.

8.16 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.16.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 County's Quality Assurance Plan

The County or its agent(s) will monitor Contractor's performance under this Master Agreement and any resultant MAWO on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement and MAWO terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement or MAWO in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master

Agreement or any MAWO issued under this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 Damage to the County's Facilities, Buildings or Grounds

- 8.18.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to the County's facilities, buildings, or grounds caused by Contractor, its employees, or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.18.2 If Contractor fails to make timely repairs, the County may make any necessary repairs, and all costs incurred by the County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand or may be deducted from the County's payment to Contractor.

8.19 Employment Eligibility Verification

- 8.19.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.19.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.20 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (fax or email), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Master Agreement.

8.21 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

8.22 Fiscal Disclosure

Contractor must prepare and submit to the Director, within 10 Days following execution of this Master Agreement, a statement executed by Contractor's duly constituted officers containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Master Agreement, the source(s) of Contractor's funding changes, Contractor must promptly notify the Director in writing, detailing such changes.

8.23 Force Majeure

8.23.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.23.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished

by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.23.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.24 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.25 Independent Contractor Status

- 8.25.1 This Master Agreement is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.25.2 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement and any MAWO issued under this Master Agreement, all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.25.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Master Agreement.
- 8.25.4 Contractor must adhere to the provisions stated in Paragraph 7.6 of this Master Agreement (Confidentiality).

8.26 Indemnification

Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.27 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement and any resultant MAWO have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.28 of this Master Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.27.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor's name identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of

Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Manager, Contract Monitoring Section
E-mail: CMD-Monitoring@ph.lacounty.gov

- Contractor also must promptly report to the County any injury or property damage, accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement or any resultant MAWO and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.27.2 Additional Insured Status and Scope of Coverage

The County and its Agents must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.27.3 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.27.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Master Agreement, upon which the County may immediately withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.27.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.27.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.27.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement or any resultant MAWO. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

8.27.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide the County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.27.9 Deductibles and Self-Insured Retentions (SIR)

Contractor's policies may not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.27.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Master Agreement expiration, termination, or cancellation.

8.27.11 Application of Excess Liability Coverage

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.27.12 Separation of Insureds

All liability policies must provide cross-liability coverage as described by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.27.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents must be designated as an Additional Covered Party under any approved program.

8.27.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.28 Insurance Coverage

- 8.28.1 Contractor must maintain Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.28.2 Contractor must maintain Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.28.3 Contractor must maintain Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29 Liquidated Damages

- 8.29.1 If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations of any MAWO issued under this Master Agreement, the Director, or designee, at their option, in addition to, or in lieu of, other remedies provided

herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from the County will be forwarded to Contractor by the Director, or designee, in a written notice describing the reasons for said action.

- 8.29.2 If the Director determines that there are deficiencies in the performance of any MAWO issued under this Master Agreement that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency(ies) within specified time frames. Should Contractor fail to correct deficiency(ies) within said time frame, the Director may:
- (a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly MAWO Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Contractor's failure to correct a deficiency within the specified time frame; therefore, the parties hereby agree that a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or
 - (c) Upon giving five Days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.29.3 The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.29.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement or any MAWO issued under this Master Agreement provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.30 Nondiscrimination and Affirmative Action

- 8.30.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.30.2 Contractor certifies to the County each of the following:
- Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.30.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.30.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, and/or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.30.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any MAWO issued under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.30.6 Contractor will allow the County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.31 when so requested by the County.
- 8.30.7 If the County finds that any provisions of this Paragraph 8.31 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement and/or any MAWO issued under this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the Civil Rights Department or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.30.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.31 Non-Exclusivity

Nothing herein is intended or will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

8.32 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.33 Notice of Disputes

Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Master Agreement. If the County's Project Manager or the County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.34 Notice to Employees Regarding the Federal Earned Income Tax Credit

Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned

Income Tax Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.35 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving 10 business days' prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.36 Prohibition Against Inducement or Persuasion

Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 Prohibition Against Performance of Services While Under the Influence

Contractor will ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

8.38 Public Records Act

8.38.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.47 (Record Retention and Audits) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions include those listed in [California Government Code Sections 7921.000 et seq.](#) and which are justifiably marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked

“trade secret”, “confidential”, or “proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.39 Publicity

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Master Agreement and any MAWO issued under this Master Agreement, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, and any other applicable funding sources.

For the purposes of this Master Agreement, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

In addition, all such materials that are patient informing (e.g., Patient Handbook, confidentiality forms, admission agreements, complaints/grievance forms, etc.), must have language taglines informing patients that materials will be provided in other languages, upon request, and at no cost.

8.40 Purchases

8.40.1 Purchase Practices:

Contractor will fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring any furniture, fixtures, equipment, materials, and supplies, if funding is provided for such purposes hereunder. Such items must be acquired at the lowest possible price or cost.

8.40.2 Proprietary Interest of the County

In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, the County retains all proprietary interest, except for use during the term of any MAWO, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any MAWO funds designated for such purpose. Upon the expiration or earlier termination of the MAWO, the discontinuance of the business of Contractor, Contractor’s failure

to comply with any of the provisions of a MAWO, Contractor's bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 Days of filing, County has the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor will attach identifying labels on all such property indicating the proprietary interest of the County.

8.40.3 Inventory Records, Controls, and Reports

Contractor must maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose. Annually, Contractor must provide the County with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose.

8.40.4 Protection of Property in Contractor's Custody

Contractor must maintain vigilance and take all reasonable precautions to protect all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact the County, for instructions for disposition of any property which is worn out or unusable.

8.40.5 Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by any MAWO, or upon the expiration or earlier termination of this Master Agreement and any resultant MAWO, or at any other time that the County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by the County or County's authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at the County's option, deliver any or all items of such property to a location designated by County. Any disposition, settlement, or adjustment connected with such property must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

8.41 Real Property and Business Ownership Disclosure

8.41.1 Real Property Disclosure

If Contractor is renting, leasing, or subleasing, or planning to rent, lease, or sublease, any real property where persons are to receive services under a MAWO issued under this Master Agreement, Contractor must prepare and submit to the County 10 Days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; and, if the lessor or sublessor is a private corporation and its shares are not publicly traded, (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph 3 immediately above or, who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter

listing, Contractor must also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor may only charge the program for costs of ownership, including depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property must be appended to such affidavit and made a part thereof.

8.41.2 Business Ownership Disclosure

Contractor must prepare and submit to the Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Master Agreement or any MAWO issued under this Master Agreement. If, during the term of this Master Agreement Contractor's ownership of other businesses dealing with Contractor under this Master Agreement changes, Contractor must notify the County in writing of such changes within 30 Days prior to the effective date thereof.

8.42 Reports

Contractor must make reports as required by the County concerning Contractor's activities and operations as they relate to this Master Agreement, any MAWO issued under this Master Agreement, and the provision of services hereunder. The Director will provide Contractor with at least 30 Days' prior written notification of requested reports, providing Contractor with a written explanation of the procedures for reporting the information required.

8.43 Recycled Bond Paper

Consistent with Board policy to reduce the amount of solid waste deposited at the County's landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible on any MAWO issued under this Master Agreement.

8.44 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor, or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in response to a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in response to a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.45 Staffing and Training/Staff Development

Contractor must operate continuously throughout the term of any MAWO issued under this Master Agreement with at least the minimum number of staff required by the County. Such personnel must be qualified in accordance with standards established by the County. In addition, Contractor must comply with any additional staffing requirements which may be included in the MAWO or the Exhibits attached hereto.

During the term of this Master Agreement, Contractor must have available and must provide upon request to authorized representatives of the County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also must indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Master Agreement, Contractor must, prior to filling said vacancy, notify the County's Director. Contractor must provide the above set forth required information to the County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to any MAWO issued under this Master Agreement.

Contractor must institute and maintain a training/staff development program pertaining services required pursuant to any MAWO issued under this Master Agreement. Appropriate training/staff development must be provided for treatment, administrative, and support personnel. Training activities must be planned and scheduled in advance, and must be conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

8.46 Record Retention and Audits

- 8.46.1 Service Records: Contractor must maintain all service records related to any MAWO issued under this Master Agreement for a minimum of seven years following the expiration or prior

termination of this Master Agreement. Contractor must provide upon request by the County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

- 8.46.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by the Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

[AC Contract Accounting and Administration Handbook - Revised July 2025](#)

If any MAWO issued under this Master Agreement is federally funded, Contractor must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records must clearly reflect the actual cost of the type of service for which payment is claimed and include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and an accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of

the program, if such executive director provides services claimed under this Contract.

- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under any MAWO issued under this Master Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Master Agreement and for a minimum of seven years following expiration or earlier termination of this Master Agreement, or until federal, State, and/or the County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay the County for all travel, per diem, and other costs incurred by the County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to the County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon Director's request, which will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to the County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by the Director for review as described hereinabove.

- 8.46.3 Preservation of Records: If, following termination of this Master Agreement, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to

be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

- 8.46.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement or any MAWO issued under this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, the County will maintain the confidentiality of such audit report(s).
- 8.46.5 Single Audit (if federally funded): If Contractor expends One Million Dollars (\$1,000,000) or more in federal awards during Contractor's fiscal year, Contractor must obtain a Single Audit in accordance with the requirements of Uniform Guidance (2 CFR Part 200), Subpart F, including but not limited to Section 200.501, as updated by the Office of Management and Budget. This threshold applies broadly to all federal funding for qualifying fiscal periods beginning on or after October 1, 2024. The audit must be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States and must include an audit of the Contractor's financial statements, with an auditor's opinion thereon, performed in accordance with generally accepted auditing standards. Contractor must provide the resulting audit report, including the Schedule of Expenditures of Federal Awards, to the County within 30 Days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period, whichever occurs first.
- 8.46.6 Independent Financial Statement Audit: If Contractor does not meet the threshold for a Single Audit under 2 CFR Part 200, Contractor must obtain an annual independent financial statement audit for each fiscal year during which this Contract is in effect. Such audit must be performed by an independent certified public accountant in accordance with generally accepted auditing standards and, if applicable, Government Auditing Standards.
- 8.46.7 Additional Requirements: All audits required under this Section must comply with all applicable federal, State, and County statutes, regulations, policies, and guidelines. Contractor must make audit reports available to the County upon request and

must promptly address any audit findings, including corrective action plans when required. If Contractor fails to timely provide any audit reports required under this Section, the Director may withhold all payments to Contractor under all service agreements between the County and Contractor until such reports are delivered to the County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by the County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

8.46.8 Federal Access to Record

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under any MAWO issued under this Master Agreement, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorize representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents and records of the subcontractor.

8.46.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with the County's representatives. Contractor must allow the County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. The Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

The County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The

sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 Days after receipt of the County's audit/compliance review results to provide documentation to the County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit, or sample, will be applied to the total the County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to the County. The County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.46.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any service, and/or any combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any service for which payments were made to Contractor by the County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to the County. For purposes of this Paragraph, an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or the County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Master Agreement, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher

than the units of service, allowable costs of services and/or payments made by the County, then the difference may be paid to Contractor, not to exceed the County maximum MAWO obligation.

- (4) In no event will the County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

8.46.9 Failure to Comply: Contractor's failure to comply with the terms of this Paragraph will constitute a material breach of this Contract upon which the County may immediately suspend or terminate this Contract.

8.47 Service Delivery Site – Maintenance Standards

Contractor will ensure that the locations where services are provided under provisions of the MAWO are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, and landscaping. Contractor must remain in full compliance with all applicable local laws, ordinances, and regulations related to the property. The County will make periodic monitoring visits to Contractor's facilities, which will include a review of compliance with the provisions of this Paragraph.

8.48 Subcontracting

8.48.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.48.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.48.3 Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.48.4 Contractor remains fully responsible for all performances required

of it under this Master Agreement and any MAWO issued under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

- 8.48.5 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement and any resultant MAWO issued under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.48.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.48.7 Contractor is solely liable and responsible for all payments or other compensation to any subcontractor(s) and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.48.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents before any subcontractor employee may perform any work hereunder.
- 8.48.9 The County's MAPD is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

8.49 Termination for Breach of Warranty to Maintain Compliance with the County's Child Support Compliance Program

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Adherence to the County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.52 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.50 Termination for Convenience

- 8.50.1 The County may terminate this Master Agreement, and any MAWO issued hereunder, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion,

to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 10 Days after the notice is sent.

8.50.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:

- Stop work under this Master Agreement and any MAWO issued under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or a MAWO issued under this Master Agreement must be maintained by Contractor in accordance with Paragraph 8.47 (Record Retention and Audits).

8.51 Termination for Default

8.51.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement or any resultant MAWO, if, in the judgment of the County's Project Director:

- Contractor has materially breached this Master Agreement or any resultant MAWO; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any MAWO issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any MAWO issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.52.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so

terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance under any MAWO issued under this Master Agreement to the extent not terminated under the provisions of this paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.52.2 if its failure to perform this Master Agreement, including any MAWO issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.52.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.52, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.52, or that the default was excusable under the provisions of Paragraph 8.52.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.51 (Termination for Convenience).
- 8.51.5 The rights and remedies of the County provided in this Paragraph 8.52 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 Termination for Improper Consideration

- 8.52.1 The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Master Agreement and any resultant MAWO issued under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable

treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement or any resultant MAWO. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.52.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.52.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.53 Termination for Insolvency

- 8.53.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor;
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.53.2 The rights and remedies of the County provided in this Paragraph 8.54 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.54 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.55 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years, unless and until the Board appropriates funds for this Master Agreement or any resultant MAWO in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement or any resultant MAWO, then this Master Agreement and such MAWO will terminate as of June 30th of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.56 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.57 Waiver

No waiver by the County of any breach of any provision of this Master Agreement or any MAWO issued under this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.58 Warranty Against Contingent Fees

8.58.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.58.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and any resultant MAWO, at its sole discretion, deduct from the MAWO price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.59 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County

through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#), the County's Defaulted Property Tax Reduction Program.

8.60 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.60 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, Contractor's failure to cure such default within 10 Days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue Contractor debarment, pursuant to [Los Angeles County Code Chapter 2.202](#).

8.61 Time off For Voting

Contractor must notify and provide to its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 Days before every Statewide election, Contractor and any subcontractor(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Elections Code Section 14000](#).

8.62 Injury and Illness Prevention Program

Contractor is required to comply with the State of California's Division of Occupation Safety and Health (Cal OSHA) regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.63 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may

be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Master Agreement and any subsequently issued MAWO does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor must instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services under any MAWO issued under this Master Agreement, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 The County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement and any resultant MAWO. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement and any MAWO issued under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement and any resultant MAWO. The County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to The County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.4 Contractor Performance During Civil Unrest or Disaster

Contractor recognizes that the County provides essential services to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural

disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement is considered a material breach by Contractor for which the Director may suspend or the County may immediately terminate this Master Agreement or any MAWO issued under this Master Agreement.

9.5 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor must obtain and maintain during the term of this Master Agreement, all appropriate licenses, permits, registrations, accreditations, degrees, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor must provide a copy of each license, permit, registration, accreditation, and certificate upon Public Health's request at any time during the term of this Master Agreement.

9.6 No Intent to Create a Third-Party Beneficiary Contract

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person acquires any rights as a third-party beneficiary under this Master Agreement.

9.7 Contractor's Exclusion from Participating in Federally Funded Program

9.7.1 Contractor hereby warrants that neither it nor any of its staff members is/are restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify the Director within 30 Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

9.7.2 Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

9.7.3 Contractor's failure to meet the requirements of this Paragraph will constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

9.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 D.F.R. Part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with, and making sub-awards to, parties that are suspended, debarred, ineligible, or excluded; or, whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply with this provision must constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

9.9 Whistleblower Protections

9.9.1 Per federal statute 41 U.S.C. Section 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

9.9.2 Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal

employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

- 9.9.3 The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce; and, contractors and grantees must include such requirements in any agreement made with a subcontractor or subgrantee.

9.10 Most Favored Public Entity

If Contractor's prices decline, or should Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

9.11 Compliance with County's Child Wellness Policy

This Master Agreement and any resultant MAWO is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy. As required by the Child Wellness policy, Contractor must make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and, provide opportunities for public education and training.

9.12 Board of Directors, Advisory Board and Organizational Chart

9.12.1 Board of Directors:

Contractor's Board of Directors must serve as the governing body of the agency. Contractor's Board of Directors must be comprised of a minimum of not less than five members, who are all at least 18 years of age, and should include representatives of the population group(s) being served under this Master Agreement; must meet at least four times each calendar or fiscal year, or not less than quarterly; and must record minutes

or statements of proceedings which include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which must be available for review by federal, State, or the County representatives. The Board of Directors must have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors must review all agency contract related activities. Specific areas of responsibility include executive management, personnel management, fiscal management, fundraising, public education and advocacy, Board recruitment and Board member development (i.e., training and orientation of new Board members), and ongoing in-service education for existing members.

9.12.2 Advisory Board or Group:

Contractor must establish and maintain an advisory board or group consisting of five or more persons. The advisory board or group will advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board or group will consist of people who reside in, or represent the interests of, the community being served. In establishing an advisory board or group Contractor must demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. Contractor's own Board of Directors may function as the advisory board with the prior written approval of the Director. When Contractor's Board of Directors is allowed to function as an advisory board it must meet at least four times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

9.12.3 Organizational Chart:

During the term of this Master Agreement, Contractor must maintain and have available an organizational chart detailing lines of authority and incumbents for the organization. Contractor must make the most current version of the organizational chart available upon request by any federal, State, or the County representative.

9.13 Child/Elder Abuse Fraud Report

- 9.13.1 Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. must comply with the reporting requirements described in PC

Section 11164 et seq. and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with PC Sections 11166 and 11167.

- 9.13.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.13.3 Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code ("WIC"), Section 15600 et seq. must comply with the reporting requirements described in W&IC Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 9.13.4 Elder abuse reports must be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.13.5 Contractor staff working on this Contract must also immediately report all suspected fraud situations to the County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information.

9.14 Prohibition on Political Activity

Contractor may not use any MAWO funds to engage in any political activities or fund any politically motivated activities.

10.0 SURVIVAL

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

- Paragraph 5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement
- Paragraph 7.6 Confidentiality

IN WITNESS WHEREOF, the Board has caused this Master Agreement to be subscribed by its Director of Public Health, and Contractor has caused this to be subscribed in its behalf by its duly authorized officer, the month, day and year first written above.

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel:

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

08803:an

EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAMPLE MASTER AGREEMENT WORK ORDER
- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E SUBSEQUENT EXECUTED MAWOs (NOT ATTACHED)
- F INFORMATION SECURITY AND PRIVACY REQUIREMENTS

COUNTY'S ADMINISTRATIONMASTER AGREEMENT NO. [Click or tap here to enter text.](#)WORK ORDER NO. [Click or tap here to enter text.](#)**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Stephanie Ruiz-Perez
Title: Acting Director, Division of Contract and Grants
Address: 313 N. Figueroa Street
Los Angeles, CA 90012
Telephone: (213) 600-2753
E-mail Address: sruiz-perez@ph.lacounty.gov

COUNTY'S PROJECT DIRECTOR:

Name: Stephanie Ruiz-Perez
Title: Acting Director, Division of Contract and Grants
Address: 313 N. Figueroa Street
Los Angeles, CA 90012
Telephone: (213) 600-2753
E-mail Address: sruiz-perez@ph.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: TBD
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S MASTER AGREEMENT WORK ORDER DIRECTOR:

Name: Will be determined at the time of the Work Order Solicitation
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: Will be determined at the time of the Work Order Solicitation
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: Click or tap here to enter text.MASTER AGREEMENT NO. Click or tap here to enter text.WORK ORDER NO. Click or tap here to enter text.**CONTRACTOR'S PROJECT DIRECTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**NOTICES TO CONTRACTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.

SAMPLE MASTER AGREEMENT WORK ORDER

A STATEMENT OF WORK MUST BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

Master Agreement Number: PH-00xxxx

Work Order Number: PH-00xxxx- Wx

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH
SAMPLE MASTER AGREEMENT WORK ORDER
FOR
JUSTICE SUPPORT SERVICES**

[CONTRACTOR NAME]

This Master Agreement Work Order (MAWO) and its attachments hereto is made and entered into on _____, by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and **[Contractor Name]**, hereinafter referred to as "Contractor". Contractor is located at **[Address]**.

RECITALS

WHEREAS, on **[Mo/Day/Year]** the County and Contractor entered into Master Agreement Number PH-00xxxx to provide Justice Support Services for the Department of Public Health (Public Health); and

WHEREAS, Contractor submitted a response to Work Order Solicitation (WOS) Number JSS-WOS-XXX released by the County on **[Mo/Day/Year]**, for Justice Support Services (JSS); and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this MAWO and under the terms and conditions listed in the Master Agreement and set forth herein; and

WHEREAS, all terms of the Master Agreement PH-00XXXX remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, and F are attached to, and form a part of, this MAWO. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents description of any task, deliverable, goods, service, or other work, or otherwise between the base MAWO and the attachments, or between attachments, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement, MAWO, and then to the attachments according to the following priority.

Attachments:

Attachment A:	Statement of Work (to be attached to the MAWO)
Attachment B:	Scope(s) of Work (to be attached to the MAWO)
Attachment C:	Budget(s) (to be attached to the MAWO)
Attachment D:	Contractor's Acknowledgment and Confidentiality Agreement
Attachment E:	County's Administration
Attachment F:	Contractor's Administration

2.0 WORK

Pursuant to the provisions of this MAWO, Contractor will fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work, and Attachment B, Scope of Work. This MAWO constitutes the complete and exclusive statement of understanding between the parties, relating to the subject matter of this MAWO.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

This MAWO is effective upon execution through [month/day/year], unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 MAWO BUDGET

The County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget. Contractor must not add or replace services or personnel without the prior written permission of the MAWO Director or designee.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for the County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of 10 Days' written notice to Contractor. As an alternative to cancellation, Director may, at their sole discretion, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written amendment.

6.0 FUNDING SOURCE

Provision of services under this MAWO for JSS are 100 percent funded by [Enter Grantor Name] funds.

7.0 MAXIMUM TOTAL COST AND PAYMENT

- 7.1 The maximum obligation of County for all services provided hereunder is as follows:
- A. For the period of _____ through _____, _____ (\$_____), as set forth in Attachment C-1.
 - B. For the period of _____ through _____, _____ (\$_____), as set forth in Attachment C-2.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget(s).
- 7.3 Contractor must satisfactorily perform and complete all required services in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work, notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the attachment(s) including, but not limited to, any time spent on the preparation for such activities.
- 7.5 Within 30 Days after expiration or termination of this MAWO, Contractor must submit to County's Project Manager, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County's Project Manager within the specified period described above will constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 The Director of Public Health may elect, or Contractor may request the Director of Public Health or designee, to execute Change Notices to the MAWO that: authorize modifications to or within budget categories within each budget, and make corresponding service adjustments, as necessary; changes to hours of operation, and/or service locations. As authorized by the Board, a written Change Notice must be signed by the Director, or designee, and Contractor, and incorporated into and become part of this MAWO pursuant to Paragraph 8.1 of the Master Agreement.

8.0 INVOICE AND PAYMENTS

- 8.1 Contractor must invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO.
- 8.2 Invoices under this MAWO must be submitted to County's Project Manager within 30 Days after the close of each calendar month during which the services were rendered. The County will make a reasonable effort to make payment within 30 Days following receipt of a complete and correct monthly

invoice and in accordance with Attachment C, Budget(s).

- 8.3 County will make a reasonable effort to make payment within 30 days following receipt of an undisputed, complete, and correct monthly invoice, in accordance with Attachment C, Budget.

For Cost Reimbursement budget insert below section

Contractor must invoice County on a Cost Reimbursement basis, as reflected in Attachment C, Budget.

Cost Reimbursement:

- Salaries
- Employee Benefits
 - o At a minimum, the benefit package must include FICA, SUI, Disability Insurance, and Workers Compensation.
- Fixed Costs (if applicable)
- Operating Expenses
- Mileage and Travel
- Other Costs (including Consultants/Subcontractors)
- Indirect Costs

Invoices under this MAWO must be submitted to the address(es) set forth in Attachment E.

For fixed Price for Deliverable basis budget, insert below section

Contractor must invoice the County on a fixed price for deliverable basis as reflected in Attachment C, Budget.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify the following:

- The County MAWO number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance;
- The total amount of the invoice; and
- Budget Attachment C.

While payments will be made in accordance with the fixed price per deliverable set out in the Budget(s), Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fixed price per deliverable set in the budget(s), Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

Invoices under this MAWO must be submitted to the address set forth in Attachment E.

9.0 CONFLICT OF INTEREST

9.1 No County employee whose position with the County enables such employee to influence the award of this MAWO or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this MAWO. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted, during the terms of this MAWO. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes but is not limited to, identification of all personnel implicated, and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph is a material breach of this MAWO and the Master Agreement.

10.0 MANDATORY COMPLETION DATE

Contractor must provide all deliverables no later than the completion date identified in the Statement of Work, Attachment A, and Scope of Work, Attachment B. Contractor must ensure all services have been performed by such date.

11.0 SERVICES

Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that exceeds the Maximum Total Amount and Payment amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

All Terms of the Master Agreement remain in full force and effect. The terms of the Master Agreement will govern and take precedence over any conflicting terms and/or conditions in this MAWO. Neither the rates nor any other specifications in this MAWO are valid or binding if they do not comply with the terms and conditions of the Master Agreement, regardless of any oral promise made to Contractor by any County Personnel, whatsoever.

In witness whereof, Contractor has executed this Work Order, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Work Order to be executed on its behalf by the County's Director of Public Health or designee thereof, the month, day, and year first written above.

COUNTY OF LOS ANGELES

By: _____
Barbara Ferrer, PH.D., M.P.H., M.Ed.
Director

CONTRACTOR

By: _____
Signature

Printed Name

Title: _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By: _____
Contracts and Grants Division
Management

#00000:xx

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

CERTIFICATIONS

This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.

- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: _____

Work Order No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

**SUBSEQUENT EXECUTED WORK ORDERS
(NOT INCLUDED)**

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit H sets forth information security procedures to be established by Contractor before the effective date of the Master Agreement and maintained throughout the term of the Master Agreement. These procedures are in addition to the requirements of the Master Agreement and any Business Associate Agreement between the parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (hereinafter "PII"), Protected Health Information (hereinafter "PHI"), Medical Information (hereinafter "MI") and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks.

Failure to comply with the minimum standards set forth in this Exhibit H will constitute a material, non-curable breach of contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Master Agreement or Master Agreement, to immediately terminate the Master Agreement and/or Master Agreement. Unless specifically defined in this Exhibit H, capitalized terms have the meanings set forth in Paragraph 2.0 of the Statement of Work (Attachment 1).

1. SECURITY PROGRAM

Contractor must establish and maintain a formal, documented, mandated, company-wide Information Security Program, including security policies, standards and procedures and security controls. The Information Security Program must be communicated to all Contractor personnel in a relevant, accessible, and understandable form and must be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel accessing or viewing County's Confidential Information, including PII and PHI, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), must specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its personnel with appropriate, ongoing training regarding information security policies, procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS

If Contractor electronically transmits or stores PII, PHI, and/or MI, Contractor must comply with the encryption standards set forth below and incorporated into the Master

Agreement and any amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph, “PII” is defined as Personal Information in California Civil Code Section 1798.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

The County must receive within 10 business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth herein. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption products generate and such reports must be subject to audit in accordance with the Master Agreement and/or Work Order. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 3 (Data Encryption Standards) must constitute a material breach of contract upon which the County may terminate or suspend the Work Order and/or Master Agreement.

4. ENCRYPTION STANDARDS – STORED DATA

Contractor's workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that are used to access, store, receive, and/or transmit County PII, PHI or MI require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required. Contractor's use of remote servers (e.g. cloud storage, Software-as-a- Service or SaaS) for storage of County PII, PHI, and/or MI is subject to written pre-approval by County's Chief Executive Office.

5. ENCRYPTION STANDARDS – TRANSMITTED DATA

All transmitted (e.g. network) County PII, PHI, and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

6. DESTRUCTION OF COUNTY PII, PHI, AND MI

If County's Confidential Information is no longer required to be retained by Contractor under the Master Agreement or applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing PII, PHI, and MI

consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PII, PHI, and MI cannot be retrieved.

7. SECURITY OF SYSTEMS AND DEVICES

Contractor will use, as a minimum standard, manufacturer recommended hardware and software hardening settings to minimize the system risk exposure on all servers, workstations, PCs, and mobile devices. These systems will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged. All mobile devices storing County's Confidential Information (including PII, PHI, and MI) will be managed by a mobile device management system.

8. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of PII, PHI and MI to any form of Removable Media. For purposes of this Schedule, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g. Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

9. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to, and without limiting the requirements under Section 4 (Encryption Standards – Stored Data) and Section 5 (Encryption Standards – Transmitted Data), PII, PHI, MI and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements must apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including PII, PHI, and MI has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

10. HARDWARE RETURN

Upon termination or expiration of the Master Agreement or at any time upon County's request, Contractor must return all hardware, if any, provided by County containing PII, PHI, MI and/or County's Confidential Information to County. The PII, PHI, MI and/or County's Confidential Information must not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise

directed by County. In the event the hardware containing PII, PHI, MI and/or County's Confidential Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within 15 days of termination or expiration of the Master Agreement or at any time upon County's request. Contractor's destruction or erasure of PII, PHI, MI and/or County's Confidential Information pursuant to this Section must be in compliance with industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

11. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor's facilities that process PII, PHI, MI, and/or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

12. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

13. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- 13.1. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of properly configured firewalls;
- 13.2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- 13.3. Applications will include access control to limit user access to information and application system functions; and
- 13.4. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with incident response policies set forth below.

14. SECURITY INCIDENT

- 14.1. Contractor will promptly (within 24 hours) notify, after the detection of a Security Incident, the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- 14.2. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- 14.3. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of PII, PHI, MI and/or County's Confidential Information.
- 14.4. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

15. CONTRACTOR SECURITY AUDITS

Contractor must conduct annual independent security audits listed below in subsections 15.1 and 15.2. Contractor must provide to County a summary of: (1) the results of the security audits and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

- 15.1. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the Public Health Information Security Officer or designee. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.

- 15.1.1. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

- 15.1.2. **Internal Audit** – Audit conducted by Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's quality system ("CQS") in support of applicable regulations, standards, and requirements.
- 15.1.3. **Supplier Audit** – Quality audit conducted by Contractor personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
- 15.1.4. **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- 15.2. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Public Health Information Security Officer or designee – as to the Hosting Services only:
 - 15.2.1. Audit spans a full 12 months of operation and is produced annually.
 - 15.2.2. The resulting detailed report is available to County.
 - 15.2.3. Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

16. SECURITY AUDITS

In addition to the audits described in Section 15 (Contractor Security Audits), during the term of the Master Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request and conduct a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than 90 days from the date of the request by County. County's request for security audit will specify the areas (e.g., administrative, physical and/or technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County must pay for all third party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor must cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of County's regulators must have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable

recommendations that result from such inspections, tests and audits within reasonable timeframes.

17. CONFIDENTIALITY

17.1. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) PII (as defined below); and (c) any PHI under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

17.2. **County Data.** All of County's Confidential Information, data, records and information of County, to which Contractor has access or which is otherwise provided to Contractor under the Master Agreement ("County Data"), must be and remain the property of County, and County must retain exclusive rights and ownership thereto. The County Data must not be used by Contractor for any purpose other than as required under the Master Agreement, nor will such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

17.3. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 17 must constitute a material breach of the Master Agreement and must be grounds for immediate termination of the Master Agreement in the exclusive discretion of County.

17.4. **Personally Identifiable Information.** "Personally Identifiable Information" means any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial or healthcare information, personal preferences, demographic data, marketing data,

credit data, or any other identification data. For the avoidance of doubt, PII must include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

17.4.1. **Personally Identifiable Information.** In connection with the Master Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients and customers, and may need to process such PII and/or transfer it, all subject to the restrictions set forth in the Master Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

17.4.2. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Master Agreement, and in particular the Confidentiality provisions of the Work Order and/or Master Agreement, during the term of the Work Order and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third party, except as expressly required to perform its obligations in the Master Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with (a) this Agreement, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

17.4.3. **Retention of Personally Identifiable Information.** Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Master Agreement. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Master Agreement, Contractor will promptly return or destroy or erase all originals and copies of such PII.

17.5. **Return of Confidential Information.** On County’s written request or upon expiration or termination of this Master Agreement for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all

originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Master Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 17.5(a), and provide a notarized written statement to County certifying that all documents and materials have been delivered to County or destroyed, as requested by County. On termination or expiration of the Master Agreement, County must return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the deliverables and/or the licensed software), at Contractor's option.